



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding a Contract for the Installation of Automated Residential Electric Meters to Republic ITS, Inc. of Novato, CA and to Appropriate Funds (\$109,945) (EUD)

MEETING DATE: February 17, 2010

PREPARED BY: Interim Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding a contract for the installation of automated residential electric meters to Republic ITS, Inc. of Novato, CA in the amount of \$109,945 and to appropriate funds.

BACKGROUND INFORMATION: On January 20, 2010, the City Council approved the bid specifications and authorized the advertisements for bids for the installation of 12,100 automated residential electric meters.

The Electric Utility Department (EUD) advertised bid documents and staff received bid proposals on February 5, 2010 with the following results:

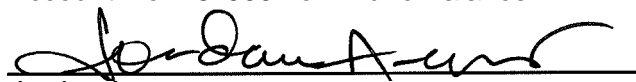
Republic ITS, Inc., Novato, CA	\$ 109,945
Geigle Electric, Stockton, CA	\$ 128,260
Smith Denison Construction, Livermore, CA	\$446,006
Tennyson Electric, Livermore, CA	\$691,295

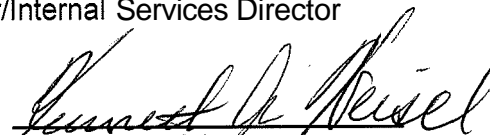
Staff evaluated the proposal of Republic ITS, Inc. to be compliant with the bid documents and to be the lowest responsive bid. Depending on the progress of the work, it is expected that 6600 meters will be installed in Fiscal Year 2009-10 at \$8.95 each (\$59,070) and the remaining 5500 meters in Fiscal Year 2010-11 at \$9.25 each (\$50,875).

Staff recommends awarding the contract for installation of 12,100 automated residential electric meters to Republic ITS, Inc. of Novato, CA.

FISCAL IMPACT: Installation cost is \$109,945.

FUNDING: Account No. 161000 from Fund Balance


Jordan Ayers
Deputy City Manager/Internal Services Director


Kenneth A. Weisel
Interim Electric Utility Director

PREPARED BY: Kevin Bell, Utility Rate Analyst

KAW/DB/KB/lst

APPROVED: 
Blair King, City Manager

INSTALLATION OF AUTOMATED RESIDENTIAL METERS

**SECTION 4
CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and Republic ITS, Inc., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The Latest Edition of
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate **and** other employer payments for health and welfare,

pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all **loss** or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The scope of work for the contractor shall include the following, as well as other incidental and related work, all as shown on the plans and specifications for the above project:

1. Provide qualified labor resources for the installation of approximately 6,600 single-phase meters within the City of Lodi;
2. Provide tools, vehicles and appropriate safety equipment necessary for this project;
3. Coordinate with the City for scheduling and reporting;
4. Complete required work order forms;
5. Pickup new meters for installation and store removed meters at designated storage sites;
6. Provide call center services during the installation period; and,
7. Installation of required door hangers, seals, rings, etc. for complete meter installation.

<u>BID ITEM</u>					
ITEM		EST'D.			
NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	Install Automated Residential Meters	EA	6,600	\$ <u>8.95</u>	\$ <u>59,070</u>
2.	10/11 Budget Year Extension Option	EA	5,500	\$ <u>9.25</u>	\$ <u>50,875</u>

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 30 calendar days after the Mayor has executed the contract and to diligently prosecute to completion within 400 CALENDAR DAYS.

ARTICLE IX - The City reserves the unilateral option to extend this contract into the 2010/2011 Budget year as set forth in Article IV.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Mayor

By: _____

Date: _____

Attest:


Title

City Clerk

(CORPORATE SEAL)

Approved as to form:

Stephen Schwabauer
City Attorney



RESOLUTION NO. 2010-16

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING A CONTRACT FOR THE INSTALLATION OF
AUTOMATED RESIDENTIAL ELECTRIC METERS TO
REPUBLIC ITS, INC. AND APPROPRIATING FUNDS

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on February 5, 2010, at 11:00 a.m. for the installation of 12,100 automated residential electric meters, described in the specifications therefor, approved by the City Council on January 20, 2010; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

Republic ITS, Inc., Novato, CA	\$109,945
Geigle Electric, Stockton, CA	\$128,260
Smith Denison Construction, Livermore, CA	\$446,006
Tennyson Electric, Livermore, CA	\$691,295

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the award for the installation of 12,100 automated residential electric meters to Republic ITS, Inc., of Novato, CA, in the total amount of \$109,945; and

BE IT FURTHER RESOLVED that funds be appropriated from Account No. 161000 fund balance.

Dated: February 17, 2010

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I hereby certify that Resolution No. 2010-16 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 17, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce,
and Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk